

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. WAD 980738546		Manifest Document No. 04222		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.					
3. Generator's Name and Mailing Address Alaskan Copper Works P.O. Box 3546, Seattle, WA 98124						A. State Manifest Document Number							
4. Generator's Phone (206) 623-5800						B. State Generator's ID							
5. Transporter 1 Company Name Northwest EnviroService, Inc.				6. US EPA ID Number WAD 058367152		C. State Transporter's ID							
7. Transporter 2 Company Name				8. US EPA ID Number		D. Transporter's Phone (206) 622-1090							
9. Designated Facility Name and Site Address Northwest EnviroService, Inc. 1500 Airport Way S. Seattle, WA 98134				10. US EPA ID Number WAD 058367152		E. State Transporter's ID							
						F. Transporter's Phone							
						G. State Facility's ID							
						H. Facility's Phone (206) 622-1090							
11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)						12. Containers		13. Total Quantity		14. Unit Wt/Vol		15. Waste No.	
a. Waste Nitric Acid, 40% or Less Corrosive Material NA 1760 (D007, D008, Nickel)						1. TT		5000		G		D002 D007 D008 W001	
b.													
c.													
d.													
J. Additional Descriptions for Materials Listed Above a. WFO 11094.						K. Handling Codes for Wastes Listed Above							
15. Special Handling Instructions and Additional Information													
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.													
Printed/Typed Name <i>James A. Brown</i>						Signature <i>James A. Brown</i>				Month Day Year 02 10 88			
17. Transporter 1 Acknowledgement of Receipt of Materials													
Printed/Typed Name GARY TUGGLE						Signature <i>Gary Tuggle</i>				Month Day Year 02 10 88			
18. Transporter 2 Acknowledgement of Receipt of Materials													
Printed/Typed Name						Signature				Month Day Year			
19. Discrepancy Indication Space													
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.													
Printed/Typed Name						Signature				Month Day Year			

GENERATOR COPY

AKC-0018839

Northwest EnviroService, Inc.

P.O. Box 24443, Seattle, Washington 98124 (206) 622-1090

VENESA
762-1190

WASTE PRODUCT QUESTIONNAIRE

WPQ 11094

880112.6

GENERAL INFORMATION		
Generator Name <u>Alaskan Copper Works</u>		Generator U.S. EPA ID <u>WAID 918107385146</u>
Facility Address <u>3200 6th AVE So.</u>		Billing Address <u>PO. BOX 3546</u>
<u>Seattle, Wa. 98124</u>		<u>Seattle, WA. 98124</u>
Technical Contact <u>James C Brown</u>	Title <u>Operations Mgr.</u>	Phone <u>(206) 623-5800</u>
Business Contact	Title	Phone

WASTE PRODUCT DESCRIPTION & CHARACTERISTICS				
Waste Product Name <u>8% nitric acid solution</u>				
Process Generating Waste				
Physical State At 70°F. <input type="checkbox"/> Solid <input type="checkbox"/> Sludge <input checked="" type="checkbox"/> Liquid <input type="checkbox"/> Powder	Free Liquids at 70°F. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Volume <u>100%</u>	Flash Point <input type="checkbox"/> < 70°F. <input type="checkbox"/> ≥ 140°F. <input type="checkbox"/> 70°F. - 100°F. <input checked="" type="checkbox"/> No Flash <input type="checkbox"/> 101°F. - 139°F. <input type="checkbox"/> Exact	Closed Cup <input type="checkbox"/> Open Cup	Layers <input type="checkbox"/> Multilayered <input type="checkbox"/> Bi-Layered <input checked="" type="checkbox"/> Homogenous
pH <input checked="" type="checkbox"/> < 2 <input type="checkbox"/> 10.1 - 12 <input type="checkbox"/> 2 - 4 <input type="checkbox"/> > 12 <input type="checkbox"/> 4.1 - 10 <input type="checkbox"/> Exact <u>≤ 1</u>	Solids <input checked="" type="checkbox"/> By Volume Total <u>0</u> % Dissolved % Suspended %	Density or Specific Gravity <u>1.280</u> <input type="checkbox"/> Liquid lbs. / gal. <u>10.68</u> <input type="checkbox"/> Solid lbs. / ft. ³	Odor <input type="checkbox"/> None <input type="checkbox"/> Strong <input checked="" type="checkbox"/> Mild Describe <u>Acid</u>	Color <u>Green</u>

METALS		WASTE PRODUCT CHEMICAL COMPOSITION (Account For 100% of Total)	
<input checked="" type="checkbox"/> Total (PPM) <input type="checkbox"/> TCLP	<input type="checkbox"/> EPA Extraction Procedure (mg/L)	Other (Specify):	
Arsenic (As) <u>ND</u>	Mercury (Hg) <u>ND</u>	H ₂ O <u>90-100</u> %	<u>NITRIC ACID</u> <u>10-15</u> %
Barium (Ba) <u>ND</u>	Nickel (Ni) <u>10,000-12,000</u>	HCl %	%
Cadmium (Cd) <u>2-8</u>	Selenium (Se) <u>ND</u>	H ₂ SO ₄ %	%
Chromium (Cr) <u>12,000-14,000</u>	Silver (Ag) <u>ND</u>	HNO ₃ %	%
Copper (Cu) <u>2100-2300</u>	Zinc (Zn) <u>300-500</u>	NaOH %	%
Lead (Pb) <u>30-50</u>	Nondetectable <u>ND</u>	Phenols %	%
REACTIVES AND OTHER WASTES (PPM)		Chlorides %	%
Amines <u>ND</u>	PCB S <u>ND</u>		
Cyanides <u>ND</u>	Other's <u>ND</u>		
Sulfides <u>ND</u>			

SHIPPING AND HANDLING INFORMATION		HAZARDOUS PROPERTIES	
D.O.T. Hazardous Material? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	U.S. EPA and/or Washington State Hazardous Waste? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Proper D.O.T. Shipping Name: <u>RQ WASTE NITRIC ACID PRESS</u>	U.S. EPA Hazardous Code(s) <u>D007 D008 D009</u>		
<u>(D007, D008, COPPER, NICKEL, ZINC)</u>	or Washington State Code(s) <u>WT01</u>		
D.O.T. Hazard Class: <u>CORROSIVE</u>	D.O.T. ID No: <u>NA 710</u>		
Method of Shipment: <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Bulk	Is Waste Product: <input type="checkbox"/> Flammable <input type="checkbox"/> Combustible <input checked="" type="checkbox"/> Corrosive		
D.O.T. Shipping container:	<input type="checkbox"/> Reactive <input type="checkbox"/> None of Above <input type="checkbox"/> Other		
Projected Volume: <u>8000</u> Gals. or Cubic Yds. Per <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Yr.			

Special Handling Requirements:

GENERATOR CERTIFICATION STATEMENT			
I hereby certify that as an authorized representative of the generator named above, all information submitted in this and all the attached documents is true and accurate. Analysis of the waste was conducted in accordance with the approved test methods in 40 CFR 261 on a representative sample as defined in 40CFR261.20. To the best of my knowledge, all known (40CFR261) and suspected hazardous components have been included in this documentation.			
Signature <u>James C Brown</u>	Title <u>Operations Mgr.</u>	Date <u>1/15/88</u>	
NWES INC. USE ONLY			
Reviewed By <u>M. Clark</u>	Chemical Nature <input type="checkbox"/> O <input type="checkbox"/> I <input type="checkbox"/> O/I	Date Reviewed <u>2/1/88</u>	Status <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Pending
Treatment <u>500 T, T3, T28, T23, T38, T41, T44</u>			
GENERATOR <u>Jerry Bartlett</u>			

California List - Effective - July 8, 1987

- please mark applicable numbers:

- ☒ 1) Liquid Hazardous Waste having a pH less than or equal to 2.
- ☐ 2) Liquid Hazardous Waste containing PCB at or greater than 50 ppm.
- ☐ 3) Liquid Hazardous Waste that are primarily water and contains halogenated organic compounds [HOC] in total concentration greater than or equal to 1,000 ppm and less than 10,000 ppm.
- ☒ 4) Liquid Hazardous Waste, including free liquids associated with any solid or sludge containing metals that are greater than or equal to those specified below. All represented in ppm.

<input type="checkbox"/> Arsenic 500	<input type="checkbox"/> Cadmium 100
<input checked="" type="checkbox"/> Chromium 500	<input type="checkbox"/> Lead 500
<input type="checkbox"/> Mercury 20	<input checked="" type="checkbox"/> Nickel 134
<input type="checkbox"/> Selenium 100	<input type="checkbox"/> Thallium 130
<input type="checkbox"/> Free Cyanide 1,000	

A. I certify all information submitted is complete and accurate to the best of my knowledge.

James C Brown
Printed/Typed Name

James C Brown
Signature

2/20/88
Date

B. If you have treated the waste in compliance with the applicable standards specified in 40 CFR 268 Subpart D sign the following certification statement.

I certify under penalty of law that I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D and all applicable prohibitions set forth in 40 CFR 268.32 or RCRA section 3004 (d). I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.

Printed/Typed Name

Signature

Date

C. Restricted waste subject to variance. List the specific variance: _____.

I certify all information submitted is complete and accurate to the best of my knowledge.

Printed/Typed Name

Signature

Date

NORTHWEST ENVIROSERVICE LAND DISPOSAL RESTRICTION NOTIFICATION

Instructions:

1. Fill in applicable manifest number.
2. Fill in applicable EPA Hazardous Waste Number.
3. Highlight applicable treatment standard from table below or restricted California list item.
4. Attach supportive waste analysis data if available.
5. Sign and date form.
6. Retain a completed copy to file with manifest.

Manifest Number 04222

Restricted Waste Notification

This notification is provided in accordance with 40 CFR 268.7(a) (1). The above numbered manifest includes the following restricted waste (codes); _____.
The applicable treatment standards for these restricted wastes are highlighted below:

Effective - Nov 8, 1986

Solvent Treatment Standards Constituents of F001-F005 Spent Solvent Wastes	Extraction Concentrations (mg/l)	
	Wastewater	other
Acetone	0.05	0.59
Benzene	No Standard	
n-Butyl Alcohol	5.00	5.00
Carbon disulfide	1.05	4.81
Carbon Tetrachloride	0.05	0.96
Chlorobenzene	0.15	0.05
Cresols (cresylic acid)	2.82	0.75
Cyclohexanone	0.125	0.75
1,2-Dichlorobenzene	0.65	0.125
2-Ethoxyethanol	No Standard	
Ethyl Acetate	0.05	0.75
Ethylbenzene	0.05	0.053
Ethyl ether	0.05	0.75
Isobutanol	5.00	5.00
Methanol	0.25	0.75
Methylene chloride	0.20	0.96
Methyl ethyl ketone	0.05	0.75
Methyl Isobutyl ketone	0.05	0.33
Nitrobenzene	0.66	0.125
2-Nitropropane	No Standard	
Pyridine	1.12	0.33
Tetrachloroethylene	0.079	0.05
Toluene	1.12	0.33
1,1,1-Trichloroethane	1.05	0.41
1,1,2-Trichloro-1,2,2-Trifluoro- ethane	1.05	0.96
Trichloroethylene	0.062	0.091
Trichlorofluoromethane	0.05	0.96
Xylene	0.05	0.15

California List - Effective - July 8, 1987
- please mark applicable numbers:

☒ 1) Liquid Hazardous Waste having a pH less than or equal to 2.

☐ 2) Liquid Hazardous Waste containing PCB at or greater than 50 ppm.

☐ 3) Liquid Hazardous Waste that are primarily water and contains halogenated organic compounds [HOC] in total concentration greater than or equal to 1,000 ppm and less than 10,000 ppm.

☒ 4) Liquid Hazardous Waste, including free liquids associated with any solid or sludge containing metals that are greater than or equal to those specified below. All represented in ppm.

☐ Arsenic 500

☐ Cadmium 100

☒ Chromium 500

☐ Lead 500

☐ Mercury 20

☒ Nickel 134

☐ Selenium 100

☐ Thallium 130

☐ Free Cyanide 1,000

A. I certify all information submitted is complete and accurate to the best of my knowledge.

James C Brown
Printed/Typed Name

James C Brown
Signature

2/80/88
Date

B. If you have treated the waste in compliance with the applicable standards specified in 40 CFR 268 Subpart D sign the following certification statement.

I certify under penalty of law that I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D and all applicable prohibitions set forth in 40 CFR 268.32 or RCRA section 3004 (d). I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.

Printed/Typed Name

Signature

Date

C. Restricted waste subject to variance. List the specific variance: _____.

I certify all information submitted is complete and accurate to the best of my knowledge.

Printed/Typed Name

Signature

Date

ALASKAN *Works* COPPER

Factory
3200 Sixth Avenue South • Seattle, Washington
TWX 910-444-2095
Telex: 32-0318

Mailing Address:
P.O. Box 3546 • Seattle, Washington 98124
Telephone: (206) 623-5800

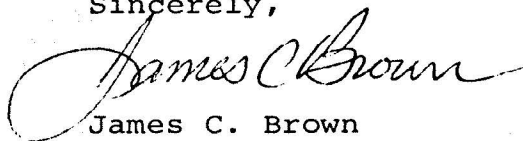
February 19, 1988

Ms. Venessa Snedeker
Northwest Enviro Service
1500 Airport Way
Seattle, WA 98104

Dear Vanessa:

Please be advised that the material Northwest Enviro Service will pick up on February 20, 1988, 10-15% Nitric acid as described your WPQ# 11094, are or contain, hazardous substances as defined pursuant to the Federal Comprehensive Environmental Response Compensation and Liability Act.

Sincerely,



James C. Brown
Operations Manager

Northwest EnviroService Inc.

WASTE AGREEMENT

AGREEMENT dated as of February 11, 19 88, between principal offices at Alaskan Copper Works ("Generator" herein) and NORTHWEST ENVIROSERVICE INC., a Washington corporation with its principal offices at 1500 Airport Way South, Seattle, Washington ("NWES" herein) intending to be legally bound hereby agree as follows:

1. **Services.** During the term of this Agreement, Generator retains NWES to perform services relating to the waste materials set forth on NWES Waste Product Questionnaire sheet attached hereto and incorporated herein by this reference, as amended and augmented from time to time (the "Waste Materials" herein). NWES will perform the following services relating to the Waste materials (check applicable services):

- A. ☐ Consulting, if necessary, to aid in classification of the Waste Materials.
- B. ☐ Development of a management plan for disposal of the Waste Materials.
- C. ☒ Loading of the Waste Materials onto transportation vehicles, trucks, cars or vessels.
- D. ☒ Treatment and/or recycling of the Waste Materials in accordance with all applicable laws and disposal of any residue at the government approved disposal facility selected by Generator.
- E. ☐ Transportation of the Waste Materials from _____ to the following government approved storage facility at _____.
- F. ☐ Transportation of the Waste Materials from _____ to the following government approved disposal facility selected by Generator for disposal, according to all applicable laws.

2. **Compensation.**

A. For its services hereunder Generator will pay NWES the fees set forth on the Estimate Price Quote sheet attached hereto and incorporated herein, including any demurrage for delays caused by Generator as set forth therein. Except as otherwise specifically stated therein, all prices and charges set forth on the Estimate Price Quote sheet are exclusive of sales tax, use tax, and other federal, state and local taxes and applicable duties and royalties. All fees shall be increased without notice to include any amounts which NWES is required to pay to any third party or any local, state or federal governments or agencies for any tax, tariff, fee, surcharge or other charge on the handling, storage, transportation, treatment or disposal of the Waste Materials. All fees may be increased by NWES for any other purpose with fifteen (15) days prior written notice to Generator.

B. NWES will invoice Generator for all charges under this Agreement and Generator shall pay each invoice within thirty (30) days from the date of the invoice. NWES will charge and Generator will pay a service charge of one and one-half percent (1½%) per month or the maximum rate permitted by law, whichever is the lesser, on all amounts paid after such thirty (30) day period. Generator shall also pay all reasonable costs of collection, including attorneys' fees, incurred by NWES in the collection of invoices which are not paid by Generator within such thirty (30) day period. NWES will retain copies of all invoices for at least five (5) years, as a record of disposal.

3. **Term.**

A. The term of this Agreement shall be for 1 year from the date hereof and may be renewed for additional periods of 1 year each upon the written agreement of Generator and NWES. Either party may terminate this Agreement, with or without cause, upon ten (10) days' written notice to the other party. If Generator and NWES do not extend this Agreement in writing on or before its expiration date, this Agreement shall be automatically renewed for succeeding terms of one (1) year each.

B. In the event of the termination of this Agreement prior to the expiration of its term, Generator shall pay NWES for all services which NWES has performed prior to receipt of the notice of such termination and those which NWES shall thereafter remain obligated to perform. Further, NWES shall be entitled to take, and Generator shall pay NWES for all costs, fees and expenses NWES incurs in taking, any action reasonably necessary under the circumstances to effect such termination.

4. **Possession and Responsibility for the Waste Materials.**

A. Generator shall transfer possession of the Waste Materials to NWES at the following place, times, frequencies and quantities:

As requested by Generator per telephone call to
Northwest EnviroService, Inc.

NWES will not accept or take possession of any Waste Material shipment NWES determines is not properly packaged, labeled and manifested in accordance with the law at such transfer point. All manifests for the Waste Materials utilized in connection with the performance of NWES's services hereunder, shall identify Generator as the generator of the Waste Material and NWES as the transporter, storer or disposer of the Waste Material, whichever is applicable.

B. NWES shall be entitled to inspect and test the Waste Materials prior to taking possession thereof. If NWES discovers, at any time, that the Waste Materials are nonconforming, NWES may refuse to accept the Waste Materials at the transfer point or revoke its acceptance of the Waste Materials. Upon revocation of acceptance, any title, risk of loss and other incidents of ownership in the Waste Materials which may have vested in NWES shall revert in Generator at the time revocation is communicated to Generator. For the purposes of this Agreement, the Waste Materials shall be considered nonconforming if they (i) are not properly labeled, packaged or manifested in accordance with law; (ii) are not in accordance with the descriptions, limitations or specifications set forth on the Waste Product Questionnaire sheet; or (iii) have constituents or components not specifically identified on the Waste Product Questionnaire sheet which change the method of disposal for the Waste Materials or increase the nature or extent of the hazard and risk undertaken by NWES relating to such Waste Materials or for whose storage, treatment or disposal the disposal facility, if any, set forth in Paragraph 1 is not designed or permitted.

C. All Waste Materials in NWES's possession which are found to be nonconforming, shall be prepared for lawful transportation and returned to Generator within a reasonable time after notice of revocation of acceptance has been communicated to Generator, unless the parties agree to some alternate lawful means of disposition of the Waste Materials. Generator authorizes NWES to take, and hereby agrees to pay NWES for, any reasonable action taken relating to nonconforming Waste Materials including, but not limited to, relabeling, repackaging, handling, loading, preparing, transporting, storing, decontaminating, treating and caring for such nonconforming Waste Materials.

5. **Treatment and/or Recycling of Waste Materials.** If NWES determines that any Waste Materials which it has accepted, other than those accepted for treatment under subparagraph 1(D), may be treated and recycled, in whole or in part, NWES shall have the option to do so in accordance with all applicable laws and regulations. Upon exercise of such option, title to the Waste Materials shall pass to NWES to the extent necessary to allow NWES to treat and recycle the Waste Materials. NWES shall dispose of any residues remaining after treatment and/or recycling at the government approved disposal facility set forth in paragraph 1 above or other government approved disposal facility selected by Generator. As between the parties hereto, Generator shall retain all liabilities relating to disposal of such Waste Materials in accordance with this Agreement and all applicable laws, and NWES shall be jointly and severally liable with Generator for any liability relating to NWES's actions in the treatment of such Waste Materials to the extent of the insurance coverage and limits required to be maintained by NWES in accordance with this Agreement. For purposes of this Agreement the term "Treatment" shall include, but not be limited to, distillation, reduction and solidification of bulk Waste Materials and consolidation and mixing of compatible Waste Materials for disposal.

6. **Warranties of NWES.** NWES warrants that: it possesses the business, professional and technical expertise to handle, store, transport, treat and dispose of the Waste Materials; it possesses the equipment, plant and employee resources required to perform in accordance with this Agreement; it will handle, store, transport, treat and dispose of the Waste Materials in full compliance with all governmental laws, regulations and orders; and it is now duly licensed, permitted and authorized pursuant to all applicable federal, state and local laws to handle, store, transport and treat the Waste Materials and it will promptly notify Generator if it loses any such license, permit or authorization during the term of this Agreement. NWES'S EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS AGREEMENT.

7. **Warranties of Generator.** Generator warrants that: the description of the Waste Materials set forth on the Waste Product Questionnaire sheet is true and correct; the Waste Materials will conform to such description; it is a properly registered generator of the Waste Materials in accordance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; all containers for the Waste Materials transferred to NWES will be marked, labeled and otherwise in conformance with all applicable governmental laws, regulations and orders; it holds unencumbered title to the Waste Materials; it is under no legal restraint or order which prohibits transfer of possession or title, if applicable, to the Waste Materials to NWES for transportation, storage, treatment, recycling or disposal; it has and will, during the term hereof, communicate to NWES all hazards and risks known or learned by Generator to be incident to the handling, storage, transportation, recycling and disposal of the Waste Materials; it will not mix into any single container substances which could result in any explosive or shock-sensitive mixture, if the Waste Materials are hazardous wastes as defined pursuant to the Resource Conservation and Recovery Act ("RCRA") as it now exists or is hereafter amended, Generator has made and will make any and all notifications required by RCRA and Generator will comply with all applicable regulatory requirements including the manifest requirements; if the Waste Materials are, or contain, hazardous substances as defined pursuant to the federal Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as it now exists or is hereafter amended, Generator will advise NWES, in writing, prior to tendering or delivering to NWES any amount of the Waste Materials containing a reportable quantity of any hazardous substance or substances pursuant to CERCLA, specifying those hazardous substances present in a reportable quantity; if the Waste Materials are subject to Chapter 70.105 of the Revised Code of Washington, as it now exists or is hereafter amended; Generator will comply in all respects with the requirements of such statute; and Generator will otherwise comply in all respects with all requirements of such statute; and Generator will otherwise comply in all respects with all federal, state and local laws and regulations applicable to Generator's possession, handling, generating and other actions relating to the Waste Materials during the term of NWES's services hereunder.

8. **Confidentiality.** NWES reserves the right to designate to Generator as proprietary information any matters which are not generally known or accepted practice in the waste disposal industry. Any matters so designated shall be kept confidential by Generator, and Generator shall not use such information, except for performance hereunder, or disclose such information to any third party, without the prior written consent of NWES.

9. **Insurance.** NWES shall procure and maintain for the term of this Agreement at its own expense the following insurance:

Coverage	Liability
Workmen's Compensation	Statutory
Employers' Liability	\$100,000 each occurrence
General Liability (Bodily Injury)	\$1,000,000 per person or per occurrence
General Liability (Property Damage)	\$500,000 per occurrence
Automobile Liability (Bodily Injury)	\$1,000,000 per person or per occurrence
Automobile Liability (Property Damage)	\$500,000 per occurrence

NWES shall furnish to Generator, upon request, insurance certificates evidencing such insurance coverage. Generator and NWES hereby waive, as against the other, insurer's subrogation rights of recovery of their respective property damage insurances against any loss occurring to the property of either during and after the completion of the NWES's services hereunder.

10. **Indemnification.**

A. NWES shall indemnify, defend and hold Generator harmless from and against any losses, expenses (including attorneys' fees and legal expenses), costs, damages, demands, liabilities, suits and claims in connection with or arising out of any personal injury, damage or destruction to property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders caused, in whole or in part, by NWES's breach of any of its warranties hereunder or any other term or provision of this Agreement, or any negligent or willful act or omission of NWES, its employees or subcontractors in the performance of this Agreement. NWES's indemnity hereunder is limited to the extent of the insurance coverage and limits required to be maintained by NWES in accordance with this Agreement.

B. Generator shall indemnify, defend and hold harmless NWES and its officers, agents and employees, from and against any losses, expenses (including attorneys' fees and legal expenses), costs, damages, demands, liabilities, suits and claims in connection with or arising out of any personal injury, damage or destruction to property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders caused, in whole or in part, by Generator's breach of any of its warranties hereunder or any other term or provision of this Agreement, or any act or omission of Generator, its employees or subcontractors in the performance of this Agreement. Further, Generator shall indemnify, defend and hold harmless NWES and its officers, agents and employees from and against any losses, expenses (including Attorneys' fees and legal expenses), costs, damages, demands, liabilities, suits and claims arising from the ultimate disposal of the Waste Materials.

11. **Access.** Generator shall allow NWES access to Generator's plant during regular business hours as necessary to perform NWES's services hereunder. Generator shall provide NWES, its employees and subcontractors a safe working environment for any work under this Agreement on any premises owned or controlled by Generator. NWES, its employees and subcontractors shall comply with Generator's safety procedures, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to NWES prior to the commencement of work on Generator's premises.

12. **Independent Contractor.** NWES is and shall be an independent contractor in the performance of its services under this Agreement and as such shall maintain complete control over its employees and operations. Neither NWES nor anyone employed by NWES shall be, be deemed to be, act as, or purport to act as the agent, representative, employee or servant of Generator.

13. **Inspections.** Generator shall have the right to inspect copies of all written licenses, permits or approvals issued by any governmental entity or agency to NWES or its subcontractors which are applicable to the performance of this Agreement; to inspect, at its own expense, transportation vehicles or vessels, containers or treatment or disposal facilities provided by NWES; and to inspect the handling, loading, transportation, storage, treatment or disposal operations conducted by NWES in the performance of this Agreement. NWES encourages such inspections.

14. **Excuse of Performance.** Any delays in or failures of NWES or Generator (other than the payment of money for services already rendered) shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failures of performance are caused by circumstances beyond the control of the party affected including, but not limited to, acts of God, fire, flood, windstorm, explosion, riot, sabotage, strikes or other concerted work stoppages of labor, lockouts, inability to obtain raw materials, loss or inability to obtain any necessary utility, war, national defense requirements, injunctions or restraining orders, breakage or failure of machinery or apparatus, or loss of or inability to obtain necessary licenses, permits or governmental authorizations.

15. **Assignment and Delegation.** NWES may at any time, upon written notice to Generator, delegate, orally or in writing, the performance of the work, or any portion thereof which is undertaken by NWES under this Agreement; provided, however, that NWES may not, without the prior written consent of Generator, cause the storage or disposal of the Waste Materials at any facility other than those specified in subparagraphs 1(E) and 1(F) of this Agreement. Any such delegation of duties shall not operate to relieve NWES of its responsibilities hereunder and NWES shall remain obligated to Generator in such responsibilities notwithstanding any such delegation. Neither party may, without first obtaining a written consent from the other party, assign its rights under this Agreement.

16. **Notices.** All written notices required under this Agreement shall be delivered to the address of the respective party set forth below:

If to NWES:
Northwest EnviroService Inc.
P.O. Box 24443
1500 South Airport Way
Seattle, Washington 98124
Attn: Venessa Snedeker

If to Generator:
Alaskan Copper Works
P.O. Box 3546, Seattle, WA 98124
Attn: James Brown

17. **Entire Agreement.** This Agreement constitutes the entire agreement between Generator and NWES relating to the handling, storage, transportation, treatment and disposal of the Waste Materials and supersedes any and all prior agreements, whether written or oral, that may exist between Generator and NWES and any and all terms and conditions which may be contained in any purchase orders issued by Generator prior or subsequent to this Agreement. No modification of this Agreement shall be binding on either party unless it is in writing and signed by an authorized representative of such party. In no event shall the preprinted terms or conditions found on any NWES or Generator purchase or work order be considered an amendment or modification of this Agreement, and even if such documents are signed by representatives of both parties, such preprinted terms or conditions shall be considered null and of no effect.

18. **Survival.** The representations and warranties contained in this Agreement shall survive the expiration or termination of this Agreement and shall not be impaired or rendered inoperative by any expiration of this Agreement.

19. **Unenforceability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

20. **Cost or Attorney Fee.** In the event that any party finds it necessary to retain an attorney to interpret or enforce this Agreement as a result of any default or breach of this Agreement, the prevailing party shall be entitled to recover, in addition to all other relief, all attorney fees, costs, and expenses incurred by the prevailing party in connection with such default or breach.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

22. **Acknowledgment.** Generator acknowledges and affirms that it has read and understands this Agreement. Generator further acknowledges and affirms that the Waste Materials received hereunder and any hazardous residues remaining following the treatment and/or recycling thereof, will be disposed of at the government approved disposal facility set forth in paragraph 1 above, the selection of which is the sole responsibility of Generator.

EXECUTED as of the day and year first above written.

GENERATOR

Alaskan Copper Works

By

(NAME)

(TITLE)

NWES

NORTHWEST ENVIROSERVICE INC.

By

(NAME)

(TITLE)